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APPLIED BUSINESS SOFTWARE, INC.
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8 UNITED STATES DISTRICT COURT
9 WESTERN DISTRICT OF CALIFORNIA
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11 APPLIED BUSINESS SOFTWARE,
INC., a California corporation,

12 Plaintiff,

13 v.
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15 WIZARD FINANCIAL
INVESTMENTS & LOANS, INC., a
California corporation and JOSEPH
16 BUSH, an individual,

17 Defendants.
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19 WIZARD FINANCIAL
INVESTMENTS & LOANS, INC., a
California corporation,

20 Counter-Claimant,
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22 vs.
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24 APPLIED BUSINESS SOFTWARE,
INC., a California corporation,

Counter-Defendant.
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CASE NO. CV 08-05953 AHM (Ex)

**FOR VOLUNTARY DISMISSAL
PURSUANT TO FED. R. CIV. PRO.
41 AND FOR COURT TO RETAIN
JURISDICTION TO ENFORCE THE
PARTIES' SETTLEMENT
AGREEMENT**

Judge: Honorable A. Howard Matz

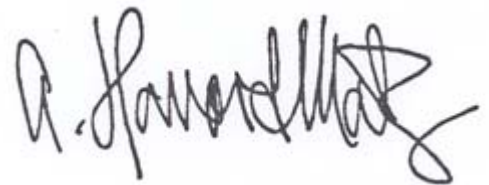
1 Pursuant to the stipulation of the parties, it is hereby ordered that:

2 1. The Complaint of Plaintiffs APPLIED BUSINESS SOFTWARE, INC.
3 (“ABS”) in this matter is hereby dismissed, *without prejudice*. As the parties’
4 settlement agreement will not be satisfied, by its terms, until August 15, 2009, this
5 Court shall retain jurisdiction to enforce the settlement agreement, until November
6 1, 2009. In the event that either or both defendants WIZARD FINANCIAL
7 INVESTMENTS & LOANS, INC. (“WIZARD”) and JOSEPH BUSH
8 (collectively “DEFENDANTS”) enter into a state of uncured and incurable default
9 pursuant to the terms of the settlement agreement, this case is subject to being re-
10 opened by *ex parte* application or motion by ABS to enter a consent judgment of
11 the parties. Said consent judgment, and the stipulation relative thereto, shall be
12 retained by ABS’s counsel, and only submitted to the Court for entry in the event of
13 either or both DEFENDANTS’ uncured and incurable default with the provisions
14 of the Settlement Agreement.

15 2. Counter-claimant WIZARD’s counter-claims are hereby dismissed,
16 *with prejudice*.

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18 Dated: July 01, 2009

19 **JS-6**



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22 Hon. A. Howard Matz
United States District Judge
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